

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



File : 08-SBD-0-SBAG

STPTCIFL-6053(086)

Lenwood Road over the Burlington
Northern Santa Fe (BNSF) Railroad
tracks from approximately 600 feet s

November 4, 2014

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd. Street, 2nd Floor
San Bernanrdino, CA 92410-1715

RECEIVED
NOV 07 2014
SAN BERNARDINO
ASSOCIATED GOVTS

Attn: Mr. Philip Chu

Dear Mr. Wolfe:

Enclosed is your fully executed copy of Program Supplement Agreement No. 048-N1 to Administering Agency-State Agreement No. 08-6053R and an approved Finance Letter. Please retain the signed Finance Letter for your records.

In accordance to Government Code 16304, Federal and State funds appropriated by the State budget are available for disbursement for limited periods of time. The attached Finance Letter shows the deadlines for liquidation as "Reversion Dates". Please ensure that your invoices are submitted at least 60 days prior to the Reversion Date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date, you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to one year to federal funds and up to three years for State funds.

Please note that Government Code 16304 does not supersede any other more restrictive expenditure deadlines.

Sincerely,

John Hoole
for JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(08) DLAE - Sean Yeung

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 11/03/2014
Agency: 08-SBD-Q-SBAG
Project No: STPTCFL-6053(086)
EA No: 08-0G0534

Attention: San Bernardino Associated Governments

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART COST	FED. REIMB %	FEDERAL FUNDS HY10	FEDERAL FUNDS LY10	FEDERAL FUNDS 5840	FEDERAL FUNDS 3300	FEDERAL FUNDS H230	FEDERAL FUNDS L230	FEDERAL FUNDS L23E	STATE FUNDS (PROP-16 TCFP)	LOCAL FUNDS (MEAS-1 CITY)	OTHER FUNDS (BNSF RR)
Agency Preliminary Engineering		\$4,408,000.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,408,000.00	\$0.00
R/W Engineering & Administration Costs		\$388,880.00	\$388,880.00	40.61%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$148,000.00	\$0.00	\$217,880.00	\$0.00
R/W Acquisition		\$2,392,104.00	\$2,392,104.00	88.53%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,117,729.00	\$0.00	\$274,375.00	\$0.00
R/W Relocation Assistance		\$316,371.00	\$316,371.00	88.53%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,083.00	\$0.00	\$36,288.00	\$0.00
Utility Relocation Costs		\$303,588.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$303,588.00	\$0.00
Contract Items:		\$15,210,584												
Utilities		\$0												
Supplemental Work		\$278,000												
Contingencies		\$1,521,059												
Travels		\$16,800												
Agency Furn.		\$0												
Mat.		\$0												
State Furn. Mat.		\$0												
Total		\$17,026,453												
Construction		\$17,026,453.00	\$16,512,332.00	54.48%	\$205,313.00	\$874,567.00	\$237,500.00	\$186,768.32	\$4,855,829.84	\$1,128,317.02	\$1,388,084.62	\$6,880,438.00	\$312,075.00	\$1,035,761.00
Agency Construction Engineering		\$3,313,385.00	\$3,087,642.00	80.70%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,874,188.00	\$1,213,443.00	\$225,723.00	\$0.00
Force Account		\$870,782.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$589,271.00	\$0.00
Totals:		\$20,908,553.00	\$20,676,329.00	0.00%	\$205,313.00	\$874,567.00	\$237,500.00	\$186,768.32	\$4,855,829.84	\$1,128,317.02	\$5,617,095.02	\$8,275,400.00	\$8,388,200.00	\$1,035,761.00

ed. Partic: 77.93%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

For questions regarding finance letter, contact:

Printed Name: Patrick Louie

Telephone No: (916) 653-7349

Signature:

Title: HQ Local Assistance Area Engineer

Attention: San Bernardino Associated Governments

Remarks: Convert AC for Construction and CE. Reduced TCIF and STP due to low bid. Reimbursed at lump sum at 54.49 % for CON using L23E. L230, H230, 33CO, 56AO, HY10 and LY10 and 60.70% for CE using L23E up to maximum federal dollars. Based on agency finance letter dated 6/26/2014 for contract award. TCIF reimbursement ratio at 39.3% per baseline agreement.

ACCOUNTING INFORMATION

- STPTCIFL-6053(086)

Adv. Proj. ID	Approp. Unit	State Prog.	Fed/State	Encumbrance Amount	Approp Year	Expenditure Amount	Encumbrance Balance	Reversion Date
0800020269	14102F	2030010810	F	\$9,555,000.00	1314	\$0.00	\$9,555,000.00	06/30/19
0800020269	12102F	2030010810	F	\$2,546,812.00	1112	\$1,740,012.99	\$806,799.01	06/30/17
0800020269	13104	2030210300		\$8,275,400.00	1213	\$1,056,699.01	\$7,218,700.99	06/30/18
0800020269	13102F	2030010680	F	\$1,317,380.00	1213	\$0.00	\$1,317,380.00	06/30/18

PROGRAM SUPPLEMENT NO. N048 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-6053R

Adv Project ID 0800020269 Date: August 18, 2014
Location: 08-SBD-0-SBAG
Project Number: STPTCIFL-6053(086)
E.A. Number: 08-0G0534
Locode: 6053

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/29/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 8 approved by the Administering Agency on 3-7-2007
(See copy attached). Agenda Item

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Lenwood Road over the Burlington Northern Santa Fe (BNSF) Railroad tracks from approximately 600 feet south of Main Street to 400 feet north of Jasper Road in Lenwood

TYPE OF WORK: New 4-lane overhead

LENGTH: 0.7(MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL	STATE	OTHER
\$29,098,553.00	L23E	\$5,817,095.82	\$6,368,200.00	\$8,275,400.00	\$1,035,761.00
	H230	\$4,955,629.84			
	56A0	\$237,500.00			
	HY10	\$205,313.00			
	L230	\$1,129,317.02			
	33C0	\$199,769.32			
	LY10	\$874,567.00			

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By Ray W. Wolfe
Title Raymond W. Wolfe, Executive Director

Date 10/24/14

Attest Vicki Watson
Vicki Watson, Clerk of the Board

STATE OF CALIFORNIA
Department of Transportation

By Patrick Louie
for Chief, Office of Project Implementation
Division of Local Assistance

Date October 23, 2014

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jessica Chang

Date 8/19/14 \$21,694,592.00

Page _1_ of _1_

PROJECT NUMBER:
0800020269

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
3. This PROJECT is programmed to receive State Proposition 1B Bond funds from the Trade Corridors Improvement Fund (TCIF). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) - approved TCIF Guidelines, PROJECT-specific Baseline Agreement, and this Program Supplement Agreement (PSA). ADMINISTERING AGENCY agrees the PROJECT-specific Baseline Agreement (attached) and any amendments thereto are hereby made part of this PSA.

SPECIAL COVENANTS OR REMARKS

To satisfy the accountability requirements of the Governor's Executive Order # S-02-07, the ADMINISTERING AGENCY agrees to:

1) Submit Quarterly Progress Reports on the status and progress made toward implementation of the PROJECT including project development activities prior to the TCIF allocation and the commitment status of non-TCIF funds identified in the Baseline Agreement. The report shall include the actual and forecasted schedules, approved budget, actual expenditures and forecasted costs for each funding source and phase of work identified in the Baseline Agreement. The Quarterly Progress Reports shall be submitted to the Division of Local Assistance - Office of Bond Implementation via the Local Assistance Online Data Input System (LA-ODIS).

2) Submit a Corrective Plan in the event that variances from the PROJECT-specific Baseline Agreement occur in the scope, costs, schedule, or benefits during the project implementation process. The Corrective Plan shall provide the reason(s) for the variance(s) and the corrective or preventive actions to be taken to correct, avoid, or mitigate current and future impacts and risks. The CTC may either approve the corrective plan or direct the ADMINISTERING AGENCY to modify its plan. A Corrective Plan shall be submitted concurrently with the Quarterly Progress Reports to the Caltrans Proposition 1B Program Manager with a copy to the Division of Local Assistance - Chief, Office of Bond Implementation.

3) Submit a Final Delivery Report to the CTC, within six (6) months of the project becoming operable, on the scope of the completed project, final costs, duration, and performance outcomes as compared to those indicated in the PROJECT Baseline Agreement. The ADMINISTERING AGENCY shall also provide a Supplement to the Final Delivery Report at the conclusion of all project activities (i.e., project completion) to reflect project expenditures (if different from the Final Delivery Report). The Final Delivery Report and Supplement shall be submitted to the Division of Local Assistance - Chief, Office of Bond Implementation.

The submittal of invoices for project costs shall be in accordance with the Local Assistance Procedures Manual (LAPM). The ADMINISTERING AGENCY has 180 days after project completion, to make final payment to the contractor, prepare the final invoice and final Report of Expenditures, and submit to the STATE for verification and payment.

4. Contract award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after award of the contract. Failure to do so will cause delay in processing invoices for construction expenditures. As a minimum, the award information shall include the following information: project number, TCIF ID no., project description, date funds were allocated by the CTC, date project was advertised, bid opening date, contract award date, contract award amount, number of contract working days, and estimated completion date.
5. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR,

SPECIAL COVENANTS OR REMARKS

Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: March 7, 2007

Subject: Caltrans Master Agreement for Federal Aid

Recommendation:* 1) Approve Master Agreement between Caltrans (No. 08-6053R) and SANBAG (Contract No. C07514) which establishes standards for implementation of projects when SANBAG acts as an Administering Agency for Federal-Aid Projects.

2) Authorize the Executive Director to execute Program Supplements under Contract No. C07514 based upon SANBAG Board of Directors prior approval of the individual projects and costs.

Background: This document establishes general requirements and agreements between Caltrans and SANBAG when SANBAG acts as Administering Agency for projects funded with federal funds. This agreement replaces previous SANBAG/Caltrans Agreement No. 08-6053, and incorporates new provisions of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills.

The master agreement sets out general provisions required for federal aid projects. Specific projects will be carried out by Program Supplements to this agreement which establishes specific dollar amounts and specific conditions of the individual projects. To continue the current practice, this item also authorizes the Executive Director to sign Program Supplements, provided that the SANBAG Board of

Approved Consent

Approved
Board of Directors

Date: March 7, 2007

Moved: Gilbreath

Second: Eaton

In Favor: 23

Opposed: 0

Abstained: 0

Witnessed: [Signature]

Directors has taken prior action to approve specific projects and the associated costs.

Financial Impact: This item has no impact upon the SANBAG budget. It does provide for expedient processing of Program Supplements in those cases where the SANBAG Board has approved projects and fund allocations when SANBAG is acting as the project Administering Agency.

Reviewed By: This item was reviewed by the Administrative Committee on February 14, 2007 and unanimously recommended for approval. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Terrence J. McGuire, Chief Financial Officer